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Attorneys for the Town of Carefree

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AZ CORP COMMISSION
DOCKET CONTROL

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE
APPLICATION OF BLACK
MOUNTAIN SEWER
CORPORATION, AN ARIZONA
CORPORATION, FOR A
DETERMINATION OF THE FAIR
VALUE OF ITS UTILITY PLANT
AND PROPERTY AND FOR
INCREASES IN ITS RATES AND
CHARGES FOR UTILITY SERVICES
BASED THEREON.

No. SW-02361A-05-0657

COMBINED MOTION FOR
CLARIFICATION AND APPLICATION
FOR AMENDMENT OF ORDER
PURSUANT TO A.R.S. § 40-252

The Town of Carefree (the "Town") hereby requests the Arizona Corporation Commission (the "Commission") for clarification of Decision No. 69164 (Opinion and Order in Docket No. SW-02361A-05-0657) (the "Decision") and/or an amendment of the Decision by the Commission pursuant to Arizona Revised Statute ("A.R.S.") § 40-252 with respect to the Commission's order to Black Mountain Sewer Corporation ("BMSC") to refund hook-up fees to its customers. The following memorandum of points and authorities supports this combined motion and application.

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Arizona Corporation Commission
DOCKETED

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **A. Background**

3 1. *The Decision*

4 With respect to hook-up fees collected by BMSC from its customers, the
5
6 Decision concluded as follows:

7 The record supports a finding that customers should be
8 refunded \$833,367 for hook-up fees that were used to
9 purchase land and that have not been expended. The refunds
10 should be distributed in the manner proposed by the
11 Company, on a per customer basis irrespective of customer
 class. The rates granted in this Decision should not go into
 effect until the refunds have been distributed.

12 Decision No. 69164 at 40 (*emphasis added*). The Decision ordered BMSC as follows:

13 IT IS FURTHER ORDERED that the revised schedules of
14 rates and charges shall be effective for all service rendered on
15 and after December 1, 2006, subject to the requirement that
16 Black Mountain Sewer Corporation has mailed to each
17 customer prior to that date a refund check for the hook-up
18 fee funds, consistent with and in the manner described
19 hereinabove. The new rates may not go into effect until the
20 Company has provided, to the satisfaction of the Director of
 the Utilities Division, sufficient information to show that the
 refunds have been issued in accordance with the discussion
 set forth herein.

21 Decision No. 69164 at 42 (*emphasis added*).

22 2. *Carefree Estates sewer customers*

23 Carefree Estates¹ is a residential neighborhood within the Town with thirty-three
24

25
26 ¹ Carefree Estates is also the location of the Carefree Inn Estates Lift Station (the "CIE
27 Lift Station"). The CIE Lift Station was a center of debate in the underlying proceedings as
28 numerous customers, including Carefree Estates homeowners, and the Town argued that
 replacement of the CIE Lift Station was necessary and should be a condition of a rate increase
 due to the sewer odors emitted from the CIE Lift Station.

1 homes, each of which is served by BMSC. The Carefree Estates Homeowners
2 Association (the "Association"), created through the Declaration of Covenants,
3 Conditions and Restrictions and Grant of Easements (the "Declaration"), is billed by
4 BMSC for the sewer services provided to each of the homes of Carefree Estates. The
5 Association, on behalf of the homeowners of Carefree Estates, pays BMSC for the
6 sewer services provided to each of the homes of Carefree Estates. In turn, the
7 Declaration obligates each Carefree Estates homeowner to pay an assessment to the
8 Association "equal to the sum of . . . the Owner's proportionate share of the cost to the
9 Association of operating . . . the sewage system" *See Ex. A attached hereto (the*
10 *Declaration) ¶ 3.*

13
14 For example, in the months of June, July and August of 2007, BMSC billed the
15 Association \$1,506.12 for residential waste water fees or, in other words, \$45.64² per
16 home within Carefree Estates. *See Ex. B attached hereto (BMSC Statements for June,*
17 *July and August 2007 for Carefree Estates HOA).* Exhibit C attached hereto is an
18 accounting report generated by the Association demonstrating monthly payments made
19 by the Association to BMSC, or its predecessor, since 2001.

21 3. *Refund to the Association; lack of refund to Carefree Estates homeowners*

22 Despite the existence of thirty-three separate and discrete sewer customers within
23 Carefree Estates, BMSC has only made a single refund to the Association. Per the
24 Notice filed by BMSC in this matter, each of BMSC's customers should have received
25 \$412.15 from the hook-up fee refunds. In this case, the Association received a single
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27
28 ² This amount agrees, without exception, to the Decision's rate schedule and the amount to be
charged for residential services. *See Decision No. 69164 at 41.*

1 refund of \$412.15 even though BMSC serves thirty-three customers within the Carefree
2 Estates. The Carefree Estates homeowners received no refund.

3
4 **B. Discussion**

5 The Town requests the Commission to clarify its intent with respect to the refund
6 of hook-up fees and whether BMSC is obligated to refund monies to each of the
7 homeowners within Carefree Estates and/or, in the alternative, amend the Decision
8 pursuant to A.R.S. § 40-252 to order BMSC to make refund payments to each
9 homeowners within Carefree Estates of an amount equal to other refund payments made
10 to other customers.

12 Section 40-252 "is intended as a means whereby the Commission may exercise
13 continued regulatory control once a monopoly has been granted." *Horizon Moving &*
14 *Storage Co. v. Williams*, 114 Ariz. 73, 74-75, 559 P.2d 193, 194-95 (App. 1976); *see*
15 *also Davis v. Corporation Comm'n*, 96 Ariz. 215, 211, 393 P.2d 909, 911 (1964) ("The
16 monopoly is tolerated only because it is to be subject to vigilant and continuous
17 regulation by the Corporation Commission, and is subject to rescission, alteration or
18 amendment at any time upon proper notice when the public interest would be served by
19 such action."). In this case, Commission action is appropriate to prevent BMSC from
20 avoiding its obligation to make refunds to the homeowners of Carefree Estates.

23 Even though BMSC only sends one bill to the Association for all of BMSC's
24 sewer services provided to the homeowners of the Carefree Estates, each homeowner is
25 individually responsible for payment of his or her share of that bill. As BMSC bills
26 residential customers a flat rate, each Carefree Estates homeowner is assessed for the
27
28

1 flat rate for the sewer services provided to his or her home. By paying the Association a
2 single refund, BMSC has effectively short-changed each of its customers that are paying
3 for sewer services within Carefree Estates. To prevent the inequity created by BMSC,
4 the Town requests the Commission clarify that the Decision obligated BMSC to make a
5 refund to each of the homeowners within Carefree Estates. In the alternative, the Town
6 requests that the Commission amend the Decision pursuant to A.R.S. § 40-252 to order
7 BMSC to make a refund to each of the homeowners within Carefree Estates.
8
9

10 **C. Conclusion**

11 The Town requests the Commission to clarify that the Decision obligated BMSC
12 to make a refund to each of the homeowners within the Carefree Estates neighborhood
13 or, in the alternative, requests that the Commission amend the Decision pursuant to
14 A.R.S. § 40-252 to order BMSC to make a refund to each of the homeowners within the
15 Carefree Estates neighborhood.
16

17
18 RESPECTFULLY SUBMITTED: October 1, 2007.

19 MOHR, HACKETT, PEDERSON, BLAKLEY
20 & RANDOLPH, P.C.

21
22 By 
23 Thomas K. Chenal

24 David W. Garbarino
25 Suite 155
26 7047 East Greenway Parkway
27 Scottsdale, Arizona 85254
28 Attorneys for the Town of Carefree

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1 ORIGINAL and 13 COPIES
2 of the foregoing filed October 1,
2007 with:

3 Arizona Corporation Commission
4 Docket Control
5 1200 Washington Street
6 Phoenix, AZ 85007

7 COPIES of the foregoing hand-delivered
8 October 1, 2007 to:

9 The Honorable Dwight D. Nodes
10 Administrative Law Judge
11 Hearing Division
12 Arizona Corporation Commission
13 1200 Washington Street
14 Phoenix, AZ 85007

15 Keith Layton
16 Staff Counsel
17 Legal Division
18 Arizona Corporation Commission
19 1200 Washington Street
20 Phoenix, AZ 85007

21 Brian Bozzo
22 Utilities Division
23 Arizona Corporation Commission
24 1200 W. Washington St.
25 Phoenix, AZ 85007

26 Daniel W. Pozefsky
27 Residential Utility Consumer Office
28 1110 West Washington Street,
Suite 220
Phoenix, AZ 85007
DanP@azruco.gov

COPIES of the foregoing emailed
and mailed October 1, 2007 to:

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Patrick J. Black
FENNEMORE CRAIG
3003 North Central Avenue,
Suite 2600
Phoenix, AZ 85012
jshapiro@fclaw.com
Attorneys for Black Mountain Sewer Company

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1 COPIES of the foregoing mailed
2 October 1, 2007 to:

3 Boulders Homeowners Association
4 Marilyn H. Courier, Secretary
5 P.O. Box 2956
6 Carefree, AZ 85377

7 M.M. Shirtzinger
8 34773 N. Indian Camp Trail
9 Scottsdale, AZ 85262

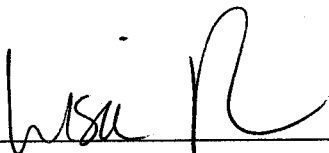
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EXHIBIT A

When recorded, please mail to:
T. P. Hotherington
P. O. Box 795
Carefree, Arizona 85331

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
GRANT OF EASEMENTS**

100308
DKT 12802 23
PROP RSTR (PR)

KNOW ALL MEN BY THESE PRESENTS:

That Carefree Inn Estates Homeowners Association, an Arizona non-profit membership corporation, being the owner of that certain real property described in Exhibit A which is attached hereto and by this reference is incorporated herein and made a part hereof, and desiring to establish the nature of the use and enjoyment thereof for the benefit of all owners and occupants of such real property, does hereby declare that such real property, and each parcel thereof, is and shall be owned, occupied, mortgaged, leased and sold subject to the following covenants, conditions, restrictions and easements which are attached to and shall run with the land and are and shall be binding on all portions thereof and on all persons now having, or hereafter acquiring, any right, title or interest in any portion thereof and shall inure to the benefit of all such persons.

1. Definitions. Each of the following words, used in this instrument, shall have the meaning ascribed to it below.

(a) "Association" means Carefree Inn Estates Homeowners Association, an Arizona non-profit membership corporation.

(b) "Common Areas" means all property and improvements thereon within the Estates designated by the Association for the common use and enjoyment of all Owners and their guests and others. Common Areas include Parcel Two and Tracts A, B and C as described in Exhibit A.

(c) "Declaration" means this instrument and any amendments thereof.

(d) "Estates" means Carefree Inn Estates, a subdivision in Maricopa County, Arizona.

(e) "Lot" means a lot in the Estates as shown and numbered or lettered on the map or plat recorded in Book 216, Map 83, Sheet 8, Records of Maricopa County, Arizona, except that the easterly portion of Tract D, designated as Tax Assessor's parcel number 535A, shall be referred to herein as Lot 124, and the westerly portion of Tract D, designated as Tax Assessor's parcel number 535B, shall be referred to herein as Lot 123.

(f) "Residence" means any dwelling within the Estates.

(g) "Owner" or "Owners" means a person who owns, or the persons who own, a lot or a residence.

(h) "Perimeter Lots" are Lots 389, 412, 413, 422, 356, 382, 368, and 367 of Carefree Too, a subdivision in Maricopa County, Arizona.

(i) "Person" means any natural person(s) and any corporation(s) or other legal entity (or entities).

2. Property Maintenance. Each Owner shall at all times keep and maintain his lot and residence, including exterior walls, trim, windows, doors, hardware, and landscaping, in neat and clean condition and in a good state of repair. In the event of any damage to or destruction of any lot or residence, the Owner shall promptly repair, reconstruct or

restore the same to its condition prior to the occurrence of such damage or destruction; or, with the approval of the Association in the event of any major damage to or destruction of the residence, the Owner shall complete such demolition and remove all remains of the residence from the lot. The Association shall have the right to determine at any time whether an Owner has failed to comply with the provisions in this Paragraph and the nature and extent of the work necessary to be done by such Owner to comply with such provisions. The Association shall deliver to such Owner written notice of its determination which shall become final and binding upon the Owner unless the Owner shall, within thirty days after the date of receipt of such notice, commence an action against the Association to enjoin the Association from enforcing its determination. An Owner who commences such an action against the Association shall not be entitled to any injunctive relief unless the Owner shall prove to the satisfaction of the court that the Association discriminated against such Owner by requiring him to adhere to higher or more strict standards of cleanliness, repair and maintenance than the Association requires of other Owners.

In the event an Owner

(a) within thirty days after the date of receipt of such notice should fail to commence an action against the Association to enjoin the enforcement of its determination or should fail to commence the work specified in the notice, or

(b) having commenced such work should fail to continue to carry on the work with reasonable diligence, without interruption, to completion, then the Association, by its employees, agents or independent contractors, shall have the right to enter upon the Owner's lot and perform and complete the work specified in the notice. The Owner shall reimburse the Association for its costs in doing such work within ten days after receipt by the Owner of an invoice from the Association for such costs, and if the Owner should fail to do so, the Association may file a lien on the Owner's lot and residence as provided in Paragraph 3.

The Association shall be responsible for the operation and maintenance of the private road shown on the plat of the Estates, of the common areas and the sewage pumping station and sewer main. Such operation and maintenance shall be done in accordance with such standards as the Association, in its sole discretion, shall determine, and the Association shall have the right to relieve itself of such responsibility at any time by giving at least six months written notice of its intention to do so to the Owners. The Association shall also have the right to relieve itself of the responsibility for the operation and maintenance of the private road and sewage system at any time by dedicating or otherwise transferring such road and/or sewage system to, or entering into an appropriate arrangement with a county, municipal or other governmental authority, or in the case of the sewage system, a public service corporation, which will assume the operation and/or maintenance thereof or by causing an improvement district or districts to be formed for the purpose of assuming such operation and/or maintenance. The Association shall not be deemed to be in default hereunder with respect to its performance of any specific item of its responsibilities unless it shall fail to commence such performance within the thirty day period following its receipt of a written notice from an Owner specifying such item with reasonable particularity, and said thirty day period shall be extended by any delay occasioned by act of God, fire, earthquake, unusually severe weather, strike, lockout, shortage of materials, failure of transportation or similar cause beyond the Association's reasonable control.

3. Assessments by the Association. Each Owner shall pay to the Association an assessment equal to the total cost to the Association of performing any work on such Owner's lot or residence pursuant to Paragraph 2 and assessments equal to the sum of (i) the Owner's proportionate share of the cost to the Association of operating, repairing, and maintaining the private road, common areas and the sewage system pursuant to Paragraph 2 and (ii) the Owner's proportionate share of the overhead expense attributed on a reasonable basis

by the Association to the performance of its functions and to the discharge of its duties. The cost to the Association of said functions shall be deemed to include all direct and indirect costs attributable in accordance with generally accepted accounting principles, applied on a consistent basis during the term hereof, to the performance by or for the account of the Association of such functions, whether they be performed in whole or in part by employees and agents of the Association or by independent contractors (the Association hereby agreeing that any entrance into contracts for the performance of its functions will be done fairly, equitably and without prejudice). Each "Owner's proportionate share" of any such cost shall be deemed to be comprised of that portion of such cost which the Association in its sole discretion shall allocate to such Owner's residence, the Association hereby acknowledging its present intention, but without intending to be bound thereby, to allocate such costs on the basis of the number of residences within the Estates. The Association agrees to use its best efforts to estimate from time to time the costs and expenses it expects to incur during some subsequent time period to be determined by the Association in performing the work contemplated by Subparagraphs (i) and (ii) above. On the basis of such estimate the Association will furnish each Owner with the estimated amount of the total assessment payable by such Owner during the time period covered by the estimate. The estimated total assessment payable for such time period by each Owner shall be paid in equal monthly installments on or before the 10th day of each calendar month during such time period; provided, however, that in the event the Association shall at any time determine that any such estimate shall have been either excessive or deficient, then the Association shall notify each Owner of such excess or deficiency, and at the election of the Association as specified in its notice, (i) the amount of such excess shall be returned by the Association or the amount of such deficiency shall be paid by such Owner (as the case may be) on or before the next succeeding monthly assessment payment date or (ii) the monthly assessment installments to be paid by such Owner hereunder shall, until such excess or deficiency is eliminated thereby, be decreased or increased (whichever is applicable) by a proportionate amount of such excess or deficiency. The aggregate of the assessments payable by all Owners within the Estates is intended to cover and fully reimburse the Association for all expenses of every kind and nature which the Association may incur in the performance of its functions and duties, and the Association's allocation in good faith of the aggregate assessments payable by all Owners shall be binding upon all Owners. The Association agrees to keep separate books of account for the performance of its functions and to allow each Owner to inspect such books on the Association's premises at all reasonable times. The Association further agrees to allow each Owner, upon request, to inspect any and all audit reports prepared for the Association with respect to its operations, the Association hereby acknowledging its intention to be audited by independent certified public accountants for each year of its operations.

The obligation of each Owner to pay said assessments, with interest thereon at the rate of ten percent per annum after the due date, together with costs of collection including reasonable attorneys' fees, shall be the personal obligation of such Owner, and additionally, the amount of such assessments shall attach to and become a lien on, such Owner's lot and residence at such time as the Association shall cause to be recorded in the office of the Maricopa County Recorder a Notice of Assessment in the form of an affidavit setting forth the amount of such assessments, the due date, the legal description of the lot and residence and the name of the Owner.

4. Taxes and Assessments. Each Owner shall pay, before the same become delinquent, all taxes and assessments of every kind and nature which are or may at any time during the term hereof be levied or assessed upon or against such Owner's residence and the lot upon which such residence is located or upon or against any personalty belonging to such Owner or persons claiming under such Owner, the taxes or assessments upon or against which personalty shall be or may become a lien upon the residence and lot, and to indemnify and

hold harmless the Association from and against any and all loss, cost and expense (including reasonable attorneys' fees) incurred by it on account of any failure on the part of such Owner to pay such tax or assessment. If any of the assessments payable as aforesaid by each Owner may be paid on the installment basis, then the Association hereby authorizes such Owner to arrange for the payment thereof on such basis.

5. Utility Charges. Each Owner shall pay for all water, gas, electricity, telephone and other utilities, used or consumed on the lot on which his residence is located, when due and payable, and shall also pay for any installation of such utilities effected after the completion of construction of his residence.

6. Use of Property. Upon the recordation of this Declaration, Lot 125 shall be incorporated in and become a part of Lot 106 and such lots, for the purposes of this Declaration, shall constitute a single lot. Only one residence may be erected on a lot, and each lot and the residence thereon shall be used exclusively as a single family residence. No Owner shall permit his lot or the residence thereon to be used as a hotel suite or hotel guest room or lease or rent his lot or residence to any other person for any term of less than fourteen days.

In no event shall an Owner do or permit anything to be done in connection with his lot or residence which might in any way conflict with any governmental law, rule ordinance or regulation or constitute a public or private nuisance or waste.

Notwithstanding the foregoing limitations on use of a lot and residence, the following activity shall be permitted:

(a) Automobiles owned by the occupant of any residence may be parked on the lot with the permission of the Owner of such lot. The term "automobiles" shall be restricted to private passenger motor cars and shall not include motor homes, campers, boats or recreational vehicles of any kind.

(b) Tract B is now, and may continue to be, used as a recreational area for the use and enjoyment of all Owners and their guests, but the Association reserves the right at any time to discontinue such use and to permit a residence to be constructed upon Tract B.

(c) Tract A is now, and may continue to be, used as the site of a sewage pumping station and a landscaped common area. No residence shall ever be constructed on Tract A.

7. Insurance. Each Owner shall at all times during the term hereof keep his residence insured against fire and other risks included in extended coverage protection to the full insurable value thereof so as to insure himself and, to the extent required by the terms of any mortgage or encumbrance pursuant to Paragraph 11 hereof of the Owner's interest, the mortgagee of such interest, against damage to or destruction of the residence.

In the event fifty-one percent or more of the members of the Association should decide, at any regular or special meeting of the members convened in accordance with the provisions of the Articles of Incorporation and by-laws of the Association, either or both of the following provisions shall become a part of this Declaration and binding upon all Owners:

(a) The Association shall be named as an additional insured in the Owner's insurance policy, and a duplicate thereof shall be furnished to the Association by the Owner. To the extent permitted by the terms of any mortgage on the Owner's residence, the insurance proceeds payable by reason of any damage to or destruction of the residence shall be paid by the insurance carrier to the order of the Association, and shall, together with such supplemental funds as the Association may receive pursuant to subsequent provisions of this Paragraph 7 and to the extent

of the sufficiency thereof therefor, be received by the Association in trust for the purposes hereof, be held by it in a separate account and be applied by it to the repair of the residence. In the event any such insurance proceeds paid to the order of the Association shall be insufficient to cover the cost of repairing the damage giving rise thereto, the Owner shall, as soon as the deficiency has been ascertained, forthwith furnish to the Association supplemental funds in the amount of such deficiency, which supplemental funds shall then be applied as hereinabove provided. Any provision herein contained to the contrary notwithstanding, in the event the Association shall at any time receive or hold any such insurance proceeds and/or any supplemental funds paid as aforesaid by an Owner when such Owner is in default hereunder, then all such proceeds and funds so received or held may, if the Association so elects, be applied by it to the performance of the Owner's obligations hereunder in such manner as the Association in its sole discretion shall determine. In the event that any insurance proceeds at any time paid to the order of the Association as aforesaid shall exceed the cost of repairing the damage giving rise thereto, then the excess shall promptly be paid over by the Association to the order of the Owner or, if such Owner so elects, in so far as the Association is willing to do so and to the extent of the sufficiency of such excess therefor, be applied by the Association to the repair of any damage to the interior or other portions of the residence of the Owner. The aforementioned insurance shall be written at the cost of each Owner by a standard reputable insurance company duly authorized to do business in the State of Arizona; the policy therefor shall contain provisions to the effect that such insurance cannot be cancelled or materially modified without ten days prior notice to the Association and the insurance company writing the same shall have no right of subrogation against the Association on account of or in connection with any payment or claim made thereunder.

(b) The fire and extended coverage insurance policy to be purchased and carried by each Owner shall be written by such insurance company as the Association shall designate from time to time.

8. Eminent Domain. Neither this Declaration nor the assessments payable hereunder shall be affected by any taking of any part of an Owner's lot or residence.

9. Limitation of Liability. The Association shall not be liable for any accident or injury (including death) to person or damage to property which shall occur in any manner whatsoever on or about any lot or residence or arise out of the condition, maintenance, repair or use of any lot or residence, except for any accident, injury or damage resulting solely from acts of the Association, its agents or employees. Each Owner shall indemnify and hold harmless the Association from and against any and all liability, damages, suits and claims of every kind and nature, including reasonable attorneys' fees, made or brought by or on behalf of any person on account of any such accident, injury or damage occurring on or about such Owner's lot or residence. Each Owner waives any and all right or claim it or any person claiming under it may have against the Association on account of any accident or injury (including death) to person or damage to property which shall occur in any manner whatsoever on or about the Estates or arise out of the condition, maintenance, repair or use thereof or of any streets (public or private), paths or other areas of common usage across, adjacent to or in the vicinity of the Estates. Any provision herein contained to the contrary notwithstanding, the Association shall have no liability whatsoever for any theft, vandalism, disturbance, unauthorized entrance or other similar occurrence which may take place on or about any lot or residence or the Estates, whether or not guard service is at the time being provided or maintained.

10. Rules and Regulations. Each Owner shall observe and be bound by the following rules and regulations pertaining to his lot, residence and the Estates:

(a) No building, fence, wall or other structure, no alteration of the exterior

color of, addition to or structural change in any residence, and no landscaping of any part of any lot other than the patio area thereon depicted in the aforementioned residence plans shall be commenced, erected, made or maintained until plans and specifications showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, alteration, addition, change or landscaping shall have been submitted to the Association in such detail as it may require and approved by it, the Association to have the right to withhold its approval of any such plans and specifications for any reason whatsoever, including without limitation reasons relating to aesthetics or harmony, and the Association's approval, if given, to be deemed to relate only to the structure, alteration, addition, change and/or landscaping indicated or depicted in the plans and specifications so submitted to it;

(b) No temporary structure or exterior clothes line, antenna deemed objectionable by the Association, tent, sporting apparatus, motor home, camper, recreational vehicle, boat, trailer or similar item or equipment shall be placed or maintained on any lot or on the exterior of any residence;

(c) No animal or pet deemed objectionable by the Association shall be kept on any lot;

(d) No television set, radio, musical instrument, stove, fireplace or other sound, odor or smoke-producing apparatus or object shall be operated on any lot in any manner deemed objectionable by the Association;

(e) No trash or garbage containers therefor shall be maintained outside any residence without the express consent of the Association first had and obtained;

(f) No signs whatsoever shall be placed on the exterior of any residence without the express consent of the Association first had and obtained; and

(g) No automobiles shall be maintained or parked on any lot, any other portion of the Estates or any streets (public or private), paths or other areas of common usage across, adjacent to or in the vicinity of the Estates other than in the parking areas specifically designated by the Association.

The Association reserves the right to promulgate other reasonable rules and regulations pertaining to the use of all lots, residences and the Estates, all of which shall be observed by and be binding upon all Owners.

11. Limitation on Alienation. No Owner shall, without the express written consent of the Association first had and obtained, sell, mortgage, encumber or allow to be transferred by operation of law or otherwise its right, title or interest to such Owner's lot or residence, or lease for longer than twelve consecutive months at any one time, the whole or any part of his lot or residence; provided, however, that no such consent on the part of the Association shall be required with respect to

(a) a bonafide gift by an Owner of his lot or residence,

(b) a disposition of the Owner's interest by will or the applicable laws of descent and distribution in the event of such Owner's death,

but no such gift or disposition shall be deemed to relieve any Owner of any obligation on its part herein set forth, and each donee, beneficiary and heir shall be subject to the same restrictions on selling, mortgaging, encumbering and leasing as are herein set forth with respect to each Owner. Any consent which an Owner is required to obtain as aforesaid may be withheld by the Association for any reason whatsoever; provided, however, that its consent to mortgaging or encumbering for the purpose of financing the construction of improvements upon a lot (assuming that such construction would not tend to circumvent the provisions of Paragraph 10 hereof) or a sale of an Owner's lot or residence shall not be unreasonably withheld. No consent given by the Association pursuant to this Paragraph 11

shall be deemed to extend beyond the transaction and circumstances therein specifically mentioned or to relieve any Owner of any obligation on its part herein set forth.

12. Membership in Homeowners Association. Upon the acquisition by any person of the ownership of any lot, such person shall automatically become a member of the Association and shall remain a member so long as that person is the owner of a lot. Membership in the Association shall be subject to all the provisions of this Declaration, and to the provisions of the Articles of Incorporation of the Association filed February 15, 1977, with the Arizona Corporation Commission, and any amendments thereafter adopted, and of the Bylaws of the Association adopted by its Board of Directors on December 6, 1977, and any amendments thereafter adopted, said Articles and Bylaws by this reference being incorporated herein and made a part hereof.

The owner of any of the perimeter lots may also become a member of the Association by entering into an agreement acceptable to the Association whereby such owner will be permitted to use the common areas and will agree to help defray the repair and maintenance expenses thereof.

13. Grant of Easements. To the respective persons who, on the date hereof, are the Owners of a residence or other structure erected upon any lot within the Estates and which residence or other structure, on the date hereof, encroaches upon any adjoining lot or lots, the Association hereby grants and conveys, without warranties, easements over such adjoining lot or lots for the continued encroachment of such residence or other structure, such easements to commence on the date hereof and to expire on the date specified in Paragraph 18 or on the date on which such Owners or their successors in interest cause such residence to be removed from the adjoining lot or lots, whichever shall first occur. Such easements shall run with the land, shall inure to the benefit of such Owners and their successors in interest and shall be binding upon such adjoining lot or lots and upon the Association and all persons who may hereafter acquire any right, title or interest in or to any real property within the Estates.

14. Enforcement. In the event any Owner should fail to pay any assessment made pursuant hereto and such failure should continue for a period of thirty days after recordation by the Association of a Notice of Assessment as provided in Paragraph 3, the Association may enforce payment of the assessment by exercising either or both the following remedies concurrently or separately:

(a) Commence an action against the Owner personally to collect the amount of the assessment;

(b) Commence an action to foreclose the lien of the assessment in accordance with the then prevailing law in Arizona governing the foreclosure of mortgages of real property, and the Owner may redeem his lot and residence after foreclosure sale as provided by law.

Any judgment in favor of the Association shall include the amount of the assessment, interest, costs and attorneys' fees as provided in Paragraph 3.

All provisions set forth in this Declaration, other than the provision for the payment of assessments, may be enforced by the Association by action to enjoin any person from violating such provisions, or by an action to compel any person to comply with such provisions, it being acknowledged by all persons hereafter accepting title to any real property in the Estates that money damages alone are inadequate to compensate the Association and Owners for any violation of the provisions in this Declaration.

In the event five or more Owners should serve a written demand upon the Association to bring an action to enjoin any violation of the provisions in this Declaration, and the Association should fail within sixty days thereafter to do so, then any Owner may bring such action to the same extent as the Association might have done.

DKT 12802 30

In any action to enforce compliance with the provisions in this Declaration, whether brought by the Association or an Owner, any judgment in favor of the plaintiff shall include an award for plaintiff's costs and attorneys' fees.

15. Waiver or Abandonment. No failure of the Association to make any demand upon, or to enforce any of the provisions hereof against any Owner with respect to any default on its part hereunder shall be construed as creating a custom of deferring payment or of modifying in any way the terms hereof or as a waiver of the Association's rights hereunder with respect to any continuing or subsequent default, nor shall the Association's acceptance of any payment of any assessment pursuant hereto be deemed to constitute any waiver of any default on the part of any Owner other than in regard to the specific assessment so accepted.

16. Right of Entry. The Association, its duly authorized agents and employees shall have the right to enter upon any Owner's lot at all reasonable times for the purpose of inspection, the performance of maintenance and any other proper purpose. The Owner of a lot upon which any such entry may be made shall not be entitled to any damages for loss of occupancy or quiet enjoyment resulting from any such entrance.

17. Amendment. The provisions in this Declaration may be revoked or amended from time to time by the recordation in the office of the Maricopa County Recorder of an instrument reciting such revocation or amendment and signed, with signatures notarized, by fifty-one percent or more of the persons who then own lots in the Estates.

18. Term. The provisions in this Declaration, as amended from time to time hereafter, shall be binding upon all the real property within the Estates to and including December 31, 2050.

19. Severability. In the event any provision contained in this Declaration should be determined by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, Carefree Inn Estates Homeowners Association has caused this instrument to be executed by its duly authorized officers the 24th day of March, 1978.

CAREFREE INN ESTATES HOMEOWNERS ASSOCIATION

By Jack Woodbridge
PresidentAttest: E. H. Everett
Secretary

State of Arizona

County of Maricopa

On this, the 24th day of March, 1978, before me, the undersigned officer, personally appeared Jack Woodbridge and E. H. Everett, known to me to be the president and secretary, respectively, of Carefree Inn Estates Homeowners Association, a corporation, and acknowledged to me that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

In Witness Whereof I hereunto set my hand and official seal.

William J. Huts
Notary Public in and for
Said County and State

My Commission Expires July 21, 1981

PARCEL ONE:

Lots 106, 119, 121, 125, 127-138, inclusive; 140, 142-145, inclusive, 147, 151-155, inclusive, 157-162, inclusive, and Tracts A, B, C, and D, said Lots and Tracts being those shown on the plat of Carefree Inn Estates Amended, Recorded in Book 216, Map 83, Sheet 8, Records of Maricopa County, Arizona; and

PARCEL TWO:

That certain Private Utility Road shown on the plat of Carefree Inn Estates Amended, recorded in Book 216, Map 83, Sheet 8, Records of Maricopa County, Arizona; and

PARCEL THREE:

Part of Lot 107, CAREFREE INN ESTATES, according to Book 103 of Maps, page 29, records of Maricopa County, Arizona; and a portion of Tract "C" Carefree Too, according to Book 93 of Maps, page 31, Records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 106, CAREFREE INN ESTATES: thence North 59°30'00" East 21.00 feet, to the true point of beginning; thence North 59°30'00" East 42.00 feet to a point; thence along a curve to the right, having a radius of 70.00 feet, a delta of 37°15'00" and an arc distance of 45.51 feet to a point; thence along a curve to the left, having a radius of 85.00 feet, a delta of 32°41'32" and an arc distance of 48.50 feet to a point; thence South 04°07'46" West, a distance of 82.24 feet to a point; thence South 22°26'30" West, a distance of 40.00 feet to a point; thence South 74°05'31" West, a distance of 68.47 feet to a point; thence North 21°59'20" West, a distance of 107.05 feet to the true point of beginning; and

PARCEL FOUR:

Part of Lot 107, Carefree Inn Estates, according to Book 103 of Maps, page 29, records of Maricopa County, Arizona; and a portion of Tract "C" Carefree Too, according to Book 93 of Maps, page 31, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 106, Carefree Inn Estates; thence southeasterly along the east line of said Lot 106 to the southeast corner of said Lot 106; thence northeasterly to the southwest corner of Parcel Three described in this Exhibit "A"; thence northwesterly along the west line of said Parcel Three to the northwest corner of said Parcel 3; thence southeasterly to the northeast corner of said Lot 106 which is the true point of beginning.

EXHIBIT 'A'

STATE OF ARIZONA }
County of Maricopa } ss
I hereby certify that the within instrument was filed and recorded at request of
J. P. McTear
MAR 29 1978 - 11:50
in Docket 12802
on page 33-31
Witness my hand and official seal the day and year aforesaid.
Tom Francisco
County Recorder
Deputy Recorder
5-00

EXHIBIT B



Black Mountain Sewer Corp

an Alconquin Water Utility
12725 W Indian School Rd-D-101
Avondale, AZ 85323

BUSINESS HOURS M-F 7:30 am - 4:30 pm
FOR QUESTIONS REGARDING YOUR BILL CALL (480) 488-4152
FOR EMERGENCIES (After Hours) CALL (623) 935-3395

*****AUTO**5-DIGIT 85377 3-178
Caretree Estates HOA
PO BOX 1478
CAREFREE AZ 85377-1478

Please see enclosed
notice with specific
Delinquency Information

DISCONNECT NOTICE

ACCOUNT INFORMATION

Account Number:	999896-123772
Statement #:	233093
Bill Date:	06/04/2007
Due Date:	06/14/2007
Total Amount Due:	\$3021.12

Service Address:

7809 Carefree Estates CIR STE 35

SPECIAL MESSAGE

Total balance due must be received by 06/14/2007 to avoid termination of service.
NO OTHER NOTICE WILL BE GIVEN.

ACCOUNT ACTIVITY

Previous Balance	1512.04
Residential Waste Water Fee	1506.12
ACC Assessment	2.96
Total Amount Due	\$3021.12

SERVICE TYPE	SERVICE DATES	METER NUMBER	CURRENT READ	PREVIOUS READ	UNITS	CHARGE
Residential Waste Water Fee (H)	06/01/2007 - 06/30/2007		1		33	1506.12

KEEP THIS PORTION FOR YOUR RECORDS



Black Mountain Sewer Corp

en Algonquin Water Utility
12725 W Indian School Rd-D101
Avondale, AZ 85323

BUSINESS HOURS M-F 7:30 am - 4:30 pm
FOR QUESTIONS REGARDING YOUR BILL CALL (480)488-4152
FOR EMERGENCIES (After Hours) CALL (623)935-3395

*****AUTO**S-DIGT 85377 3-174
Carefree Estates HOA
PO BOX 1478
CAREFREE AZ 85377-1478

STATEMENT

ACCOUNT INFORMATION

Account Number:	999896-123772
Statement #:	235131
Bill Date:	07/05/2007
Due Date:	07/23/2007
Total Amount Due:	\$1509.08

Service Address:

7809 Carefree Estates CIRSTE 35

SPECIAL MESSAGE

Note: ACC Assessment Fee of .1967% charged

ACCOUNT ACTIVITY

Previous Balance	3021.12
Payment - Thank you!	-1512.04
Payment - Thank you!	-1509.08

Residential Waste Water Fee	1506.12
ACC Assessment	2.96

Total Amount Due \$1509.08

SERVICE TYPE	SERVICE DATES	METER NUMBER	CURRENT READ	PREVIOUS READ	UNITS	CHARGE
Residential Waste Water Fee (H)	07/01/2007 - 07/31/2007		1		33	1506.12

KEEP THIS PORTION FOR YOUR RECORDS



Black Mountain Sewer Corp

an Algonquin Water Utility
12725 W Indian School Rd-D101
Avondale, AZ 85323

BUSINESS HOURS M-F 7:30 am - 4:30 pm
FOR QUESTIONS REGARDING YOUR BILL CALL (480)488-4152
FOR EMERGENCIES (After Hours) CALL (623)935-3395

*****AUTO**5-DIGIT 85377 3-174-1
Carefree Estates HOA
PO BOX 1478
CAREFREE AZ 85377-1478

STATEMENT

ACCOUNT INFORMATION

Account Number:	999896-123712
Statement #:	237162
Bill Date:	08/07/2007
Due Date:	08/25/2007
Total Amount Due:	\$1509.08

Service Address:

7809 Carefree Estates CIRSTE 35

SPECIAL MESSAGE

Note: ACC Assessment Fee of .1967% charged

ACCOUNT ACTIVITY

Previous Balance 1509.08
Payment - Thank you! -1509.08

Residential Waste Water Fee 1506.12
ACC Assessment 2.96

Total Amount Due \$1509.08

SERVICE TYPE	SERVICE DATES	METER NUMBER	CURRENT READ	PREVIOUS READ	UNITS	CHARGE
Residential Waste Water Fee (H)	08/01/2007 - 08/31/2007		1		33	1506.12

KEEP THIS PORTION FOR YOUR RECORDS

EXHIBIT C

12:43 PM
09/25/07
Accrual Basis

CAREFREE ESTATES HOMEOWNERS ASSOCIATION
Transactions by Account
All Transactions

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
5000 - OPERATING EXPENSES								
5045 - SEWER								
Check	1/4/2001	3993	BOULDERS CARE...		1000 - CA...	1,254.00		1,254.00
Check	2/7/2001	4005	BOULDERS CARE...		1000 - CA...	1,254.00		2,508.00
Check	3/1/2001	4020	BOULDERS CARE...		1000 - CA...	1,254.00		3,762.00
Check	4/3/2001	4037	BOULDERS CARE...		1000 - CA...	1,254.00		5,016.00
Check	5/1/2001	4048	BLACK MOUNTAIN...		1000 - CA...	1,254.00		6,270.00
Check	6/8/2001	4066	BLACK MOUNTAIN...		1000 - CA...	1,254.00		7,524.00
Check	7/19/2001	4086	BLACK MOUNTAIN...		1000 - CA...	1,254.00		8,778.00
Check	8/2/2001	4087	BLACK MOUNTAIN...		1000 - CA...	1,254.00		10,032.00
Check	9/12/2001	4105	BLACK MOUNTAIN...		1000 - CA...	1,254.00		11,286.00
Check	10/3/2001	4112	BLACK MOUNTAIN...		1000 - CA...	1,254.00		12,540.00
Check	11/6/2001	4129	BLACK MOUNTAIN...		1000 - CA...	1,254.00		13,794.00
Check	12/1/2001	4149	BLACK MOUNTAIN...		1000 - CA...	1,254.00		15,048.00
Check	12/13/2001	4152	BLUE RIVER PLU...		1000 - CA...	1,400.00		16,448.00
Check	1/15/2002	4167	BLACK MOUNTAIN...		1000 - CA...	1,254.00		17,702.00
Check	2/6/2002	4176	BLACK MOUNTAIN...		1000 - CA...	1,254.00		18,956.00
Check	3/6/2002	4191	BLACK MOUNTAIN...		1000 - CA...	1,254.00		20,210.00
Check	4/8/2002	5012	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		21,464.00
Check	5/2/2002	5023	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		22,718.00
Check	6/5/2002	5039	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		23,972.00
Check	7/19/2002	5057	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		25,226.00
Check	8/7/2002	5064	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		26,480.00
Check	9/3/2002	5073	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		27,734.00
Check	10/2/2002	5085	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		28,988.00
Check	11/5/2002	5099	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		30,242.00
Check	12/4/2002	5106	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		31,496.00
Check	1/9/2003	5129	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		32,750.00
Check	2/3/2003	5132	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		34,004.00
Check	3/5/2003	5156	BLACK MOUNTAIN...	01-00000859	1000 - CA...	1,254.00		35,258.00
Check	4/10/2003	5174	BLACK MOUNTAIN...	999896	1000 - CA...	1,254.00		36,512.00
Check	5/8/2003	5183	BLACK MOUNTAIN...	14487	1000 - CA...	1,254.00		37,766.00
Check	6/5/2003	5197	BLACK MOUNTAIN...	22351	1000 - CA...	1,254.00		39,020.00
Check	7/3/2003	5205	BLACK MOUNTAIN...	22351	1000 - CA...	1,254.00		40,274.00
Check	8/7/2003	5215	BLACK MOUNTAIN...	39922	1000 - CA...	1,254.00		41,528.00
Check	9/2/2003	5228	BLACK MOUNTAIN...	39922	1000 - CA...	1,254.00		42,782.00
Check	10/2/2003	5235	BLACK MOUNTAIN...	55867	1000 - CA...	1,254.00		44,036.00
Check	11/4/2003	5249	BLACK MOUNTAIN...	55867	1000 - CA...	1,254.00		45,290.00
Check	12/9/2003	5266	BLACK MOUNTAIN...	89252	1000 - CA...	1,254.00		46,544.00
Check	1/14/2004	5275	BLACK MOUNTAIN...	94790	1000 - CA...	1,254.00		47,798.00
Check	2/6/2004	5283	BLACK MOUNTAIN...	103023	1000 - CA...	1,254.00		49,052.00
Check	3/5/2004	5297	BLACK MOUNTAIN...	103023	1000 - CA...	1,254.00		50,306.00
Check	4/7/2004	5314	BLACK MOUNTAIN...	119682	1000 - CA...	1,254.00		51,560.00
Check	5/1/2004	5325	BLACK MOUNTAIN...	119682	1000 - CA...	1,254.00		52,814.00
Check	6/4/2004	5335	BLACK MOUNTAIN...	140263	1000 - CA...	1,254.00		54,068.00
Check	7/7/2004	5345	BLACK MOUNTAIN...	140263	1000 - CA...	1,254.00		55,322.00
Check	8/19/2004	5359	BLACK MOUNTAIN...	140263	1000 - CA...	1,254.00		56,576.00
Check	9/10/2004	5369	BLACK MOUNTAIN...	167273	1000 - CA...	1,254.00		57,830.00
Check	10/14/2004	5383	BLACK MOUNTAIN...	167273	1000 - CA...	1,254.00		59,084.00

12:43 PM
09/25/07
Accrual Basis

CAREFREE ESTATES HOMEOWNERS ASSOCIATION
Transactions by Account
All Transactions

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	1/11/2004	5391	BLACK MOUNTAIN...	167273	1000 - CA...	1,254.00		60,398.00
Check	1/29/2004	5399	BLACK MOUNTAIN...	167273	1000 - CA...	1,254.00		61,652.00
Check	1/14/2005	5414	BLACK MOUNTAIN...	174989	1000 - CA...	1,254.00		62,906.00
Check	2/10/2005	5429	BLACK MOUNTAIN...	176957	1000 - CA...	1,254.00		64,160.00
Check	3/10/2005	5442	BLACK MOUNTAIN...	176909	1000 - CA...	1,254.00		65,414.00
Check	4/15/2005	5457	BLACK MOUNTAIN...	180897	1000 - CA...	1,254.00		66,668.00
Check	5/18/2005	5468	BLACK MOUNTAIN...	182891	1000 - CA...	1,254.00		67,922.00
Check	6/8/2005	5478	BLACK MOUNTAIN...	184859	1000 - CA...	1,254.00		69,176.00
Check	7/13/2005	5490	BLACK MOUNTAIN...	Invoice #186...	1000 - CA...	1,254.00		70,430.00
Check	7/31/2005	5498	BLACK MOUNTAIN...	Invoice #186...	1000 - CA...	1,254.00		71,684.00
Check	9/9/2005	5510	BLACK MOUNTAIN...	Invoice #190...	1000 - CA...	1,254.00		72,938.00
Check	10/7/2005	5520	BLACK MOUNTAIN...	Invoice #192...	1000 - CA...	1,254.00		74,192.00
Check	11/9/2005	5533	BLACK MOUNTAIN...	Invoice #194...	1000 - CA...	1,254.00		75,446.00
General	12/31/2005	051202	ACCURIE 12/...		5035 - LA...	1,254.00		76,700.00
General	1/1/2006	060101	REVERSE J...		5035 - LA...		1,254.00	77,954.00
Check	1/18/2006	5569	BLACK MOUNTAIN...	Invoice #199...	1000 - CA...	1,254.00		79,208.00
Check	2/9/2006	5583	BLACK MOUNTAIN...	200723	1000 - CA...	1,254.00		80,462.00
Check	3/17/2006	5595	BLACK MOUNTAIN...	202741	1000 - CA...	1,254.00		81,716.00
Check	4/13/2006	5613	BLACK MOUNTAIN...	202741	1000 - CA...	1,254.00		82,970.00
Check	5/11/2006	5630	BLACK MOUNTAIN...	202741	1000 - CA...	1,254.00		84,224.00
Check	6/15/2006	5645	BLACK MOUNTAIN...	208801	1000 - CA...	1,254.00		85,478.00
Check	7/14/2006	5665	BLACK MOUNTAIN...	210830	1000 - CA...	1,254.00		86,732.00
Check	8/9/2006	5679	BLACK MOUNTAIN...	212829	1000 - CA...	1,256.47		87,988.47
Check	9/14/2006	5691	BLACK MOUNTAIN...	212829	1000 - CA...	1,256.47		89,244.94
Check	10/10/2006	5699	BLACK MOUNTAIN...	212896	1000 - CA...	1,256.47		90,501.41
Check	11/15/2006	5711	BLACK MOUNTAIN...	212896	1000 - CA...	1,256.47		91,757.88
Deposit	12/31/2006	4642	BLACK MOUNTAIN...	REFUND			412.15	92,170.03
General	1/3/2007	5723	BLACK MOUNTAIN...	Per audit ad...	5035 - LA...	1,395.00		93,565.03
Check	1/19/2007	5734	BLACK MOUNTAIN...	212896	1000 - CA...	1,395.00		94,960.03
General	1/31/2007	ap	BLACK MOUNTAIN...	222962	5035 - LA...		1,395.00	96,355.03
Check	2/21/2007	5746	BLACK MOUNTAIN...	224990	1000 - CA...	1,509.08		97,864.11
Check	3/14/2007	5754	BLACK MOUNTAIN...	227014	1000 - CA...	1,509.08		99,373.19
Check	4/6/2007	5764	BLACK MOUNTAIN...	227014	1000 - CA...	1,506.12		100,879.31
Check	5/17/2007	5783	BLACK MOUNTAIN...	231065	1000 - CA...	1,512.04		102,391.35
Check	6/8/2007	5791	BLACK MOUNTAIN...	233093	1000 - CA...	1,509.08		103,900.43
Check	7/23/2007	5803	BLACK MOUNTAIN...	233093	1000 - CA...	1,509.08		105,409.51
Check	8/14/2007	5813	BLACK MOUNTAIN...	237162	1000 - CA...	1,509.08		106,918.59
Check	9/18/2007	5827	BLACK MOUNTAIN...	239192	1000 - CA...	1,509.08		108,427.67
Total 5045 - SEWER						108,109.34	3,061.15	105,048.19
Total 5000 - OPERATING EXPENSES						108,109.34	3,061.15	105,048.19
TOTAL						108,109.34	3,061.15	105,048.19